

# **AGREEMENT BETWEEN**

**LAKE COUNTY BOARD OF COMMISSIONERS**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
(AFSCME), COUNCIL NO. 9**

**DEPUTY SHERIFFS OFFICE**

**LOCAL 2965**



**July 1, 2022 - June 30, 2025**

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## **PREAMBLE**

This Agreement is made and entered into July 1, 2022, by and between Lake County Board of Commissioners, hereinafter referred to as the Employer, and Lake County Sheriff's Office, of Lake County, Local #2965, which is an affiliate of Montana State Council No. 9 of the American Federation of State, County and Municipal Employees, AFL/CIO, acting by and through its duly qualified officers and representatives, all of which are hereinafter called the Union.

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State statutes, this Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment, of rates of pay, hours of work, fringe benefits, officer safety and other conditions of employment.

## **ARTICLE 1 RECOGNITION**

**SECTION 1:** The Employer recognizes the AFSCME Council 9, AFL-CIO as the exclusive representative for all employees covered by this Agreement.

**SECTION 2:** This Agreement shall cover all full-time regular Deputy Sheriffs of Lake County, Montana, with the exclusion of the Sheriff, Undersheriff, Lieutenants, and deputies with the rank of Captains or above.

**SECTION 3:** The Union shall provide the Employer with a list of Union representatives who may be contacted for the transaction of business with the Union. The Employer representative will be the Sheriff and/or the Human Resources Officer.

## **ARTICLE 2 UNION SECURITY**

**SECTION 1:** The Employer recognizes the right of members of the Unit to organize, join and support a union for purposes of engaging in collective bargaining. The Employer agrees to withhold bi-weekly payroll deductions for the purpose of paying union dues or representation fees for those employees who so authorize as prescribed by Section 39-31-203, MCA.

**SECTION 2:** The Employer agrees that all employees covered by this Agreement shall be required to either: (1) become members of the Union, or (2) pay a representation fee to the Union, in an amount determined by the Union in compliance with law. Whether an employee joins the Union or pays the representation fee, the Union shall represent all employees fairly and equally in accordance with 39-31-205, MCA. An employee shall have 60 working days after the employee's date of hire to comply with the terms of this Article.



**SECTION 3:** The Union agrees to indemnify and hold Lake County harmless against any and all claims, suits, or judgments brought or issued against the County, including court costs and attorney's fees that shall arise out of or by reason of any action taken or not taken by the County under the provisions of this Article.

**SECTION 4:** The right of non-union members of the Lake County Sheriff's Office based upon bona fide religious tenants or teachings of a church or religious body of which such employee is a member shall be protected at all times and such employee shall pay such sum in such manner as is provided in 39-31-204, M.C.A., which, by this reference is incorporated herein as set forth.

**SECTION 5:** Upon written authorization of an employee within the bargaining unit, the Employer shall deduct from the pay of the employee the monthly amount of the dues as certified by AFSCME Council 9 and shall deliver the dues to AFSCME Council 9. The Employer will provide a list of new hires and terminations to the Union. The Employer shall make available to the Union President each new employee hired, including name, date, position filled and the rate of pay on a monthly basis. The Union President or the President's designee shall be notified by the employer of the date, time, and place of each orientation class in which employees will be in attendance. The Union President or designee shall be allowed a minimum of thirty (30) minutes in which to introduce the Union Contract, dues structure, answer questions and obtain signed dues deduction cards.

### **ARTICLE 3**

### **MANAGEMENT RIGHTS**

**SECTION 1:** Except as otherwise limited by an express provision of this Agreement, the Employer, reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of the Office and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions or programs in whole or in part; the determination of the content of a job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and taking of all necessary actions to carry out its missions in emergencies.

Whenever possible changes in the Lake County Sheriff Office Policies and Procedures Manual will be submitted to the Union President prior to implementation for the purpose of Union review and comment.

**SECTION 2:** Those inherent management rights not restricted by specific provisions of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.



## **ARTICLE 4**

### **NO-STRIKE NO-LOCKOUT**

The Union agrees to the essential nature of the services provided by its members in protecting the public welfare. In recognition of this fact, the Union agrees that there shall be no work interruptions, slowdowns or strikes at any time. In the event of unauthorized interruptions, the Union agrees that it will join the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lockout of bargaining unit employees. The terms of this Article shall apply during the duration of this Agreement and shall continue during such period as either party to this Agreement actively pursues mediation and fact finding as set forth by the rules and regulations promulgated by the Montana State Board of Personnel Appeals.

## **ARTICLE 5**

### **CLASSIFICATION**

**SECTION 1:** The Employer shall establish a classification plan for all bargaining unit members covered by this Agreement which group employees into classes. Each class will include those positions sufficiently similar with respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skill, personal qualities and the same range of compensation are applicable thereto.

**SECTION 2:** It shall be the responsibility of the Sheriff to prepare class specifications which define the duties of a class of positions and establishes the minimum qualifications required for the successful performance of the work required of that class. Each class specification will outline the main characteristics and qualification requirements of positions in a class and give examples of specific duties which employees holding such positions may properly be required to perform. The class specifications will be maintained as part of this Agreement.

**SECTION 3:** Should the Employer implement the use of Resident Deputies, employees hired prior to the ratification date of this Agreement shall be exempt from being re-classified as Resident Deputies and shall remain in his/her current position.

**SECTION 4:** Should the Employer implement the use of Resident Deputies, The Employer and the Union, shall by mutual agreement set position requirements such as, but not limited to conditions of employment, hours of work, overtime, and call-out.



## **ARTICLE 6**

### **PERFORMANCE EVALUATIONS**

**SECTION 1:** The Employer shall establish a system of periodic employee performance evaluations. The Sheriff or his designee shall complete a written report on forms provided by the Lake County Human Resources Office for each employee covered by this Agreement. Employee performance evaluations shall be used for the purpose of informing the employee of strong and weak points, pointing out training needs and expected improvements, providing appropriate recognition to the efficient employee, and guiding the employee towards the fullest development of his/her capabilities.

**SECTION 2:** Performance evaluation reports shall be made on probationary employees at the end of six (6) months and at the end of the probationary period or at lesser intervals if deemed by the employee, the employee's immediate supervisors, or by the Sheriff to be in the best interest of the employee or the County.

**SECTION 3:** Performance evaluation reports on regular employees covered by this Agreement will be completed within two (2) months of employees anniversary date.

**SECTION 4:** All employee performance evaluation reports shall be reviewed with the employee by the supervisor conducting the performance evaluation and the Sheriff, Undersheriff or the Sheriff's designee upon request from the evaluating officer or officer being evaluated. Employees shall have the right to present a written appeal of their performance evaluation to the Sheriff within ten (10) days from the employee's evaluation interview.

Performance evaluations shall be conducted by first line supervisors

## **ARTICLE 7**

### **FILLING VACANCIES**

**SECTION 1:** When an entry level position within the Office covered by this Agreement becomes vacant the Sheriff or his designee shall notify the Lake County Human resources Office who shall promptly open up recruitment for the position, including placement' of appropriate advertisements.

**SECTION 2:** The Sheriff and/or designee, and a hiring committee of four (4) or more members, two (2) to be picked by the Union and two (2) to be picked by the Sheriff shall receive and screen all applicants for vacancies in entry level positions outlined above to determine qualifications of applicants and will select referrals from among those meeting all the qualification requirements. A list of the qualified applicants for such position shall be referred to the Sheriff, or his designee, who shall make the final selection from those referred after successful completion of the written examination, oral examination, physical agility testing, and any other relevant objective selection criteria.

**SECTION 3:** When a position allowing for promotion or transfer within the Office covered by this Agreement becomes vacant the Sheriff shall cause to be posted a notice of such



vacancy on a bulletin board designated for such purposes at least seven (7) days, excluding Saturdays, Sundays and holidays, prior to filling such vacancy.

**SECTION 4:** Positions covered by this Agreement shall be filled by promoting/transferring qualified persons within the bargaining unit when such persons are interested in and, in the opinion of the Sheriff, are capable of performing the duties of the vacant position. All applications for promotion/transfer shall be received by a selection committee appointed by the Sheriff, consisting of at least two (2) bargaining unit members, appointed by the Local 2965 Officers. The Sheriff or selection committee shall establish selection criteria prior to reviewing

Applications: These selection criteria may include:

- Written, oral or assessment center examinations, · seniority,
- Experience, · education, · training,
- Relative ability

All qualified in-house applicants will be interviewed prior to any other applicants. After reviewing applicants' qualifications, the Sheriff or selection committee shall select finalists for interviews. Finalists shall be ranked based on the Sheriff's or selection committee's assessment of the above factors and the finalists' interviews. A finalist's ranking shall be available to that individual upon request.

A. Non-probationary employees who apply for and are awarded a position funded by a grant, or grants, will retain the right to bump the least senior employee in their previous classification in the event that the grant expires, and funding is no longer available for the grant position. New employees who are hired to fill grant funded positions will be subject to layoff with no bumping rights in the event funding for a grant expires and the grant is not renewed or funding for the position is not provided for by County. New positions that are created and fully funded by grant(s) for a period of one year or less will not be covered by this Agreement.

**SECTION 5:** No employee covered by this Agreement who has successfully completed the probationary period for a given rank shall be demoted without cause.

## **ARTICLE 8**

### **APPOINTMENTS**

**SECTION 1:** All new appointments to positions in the bargaining unit shall be on a probationary basis for a period of one (1) year. New employees may be subject to training under an FTO program for a period to be determined by the Sheriff and FTO Officer. Employees serving a probationary period will either attain regular status at the end of the probationary period or will be terminated by the Sheriff with or without cause and without recourse under this Agreement.

**SECTION 2:** A promoted employee shall be required to serve a new trial period of six (6) months, except that the Sheriff or his designee may extend such trial period for up to an additional six (6) months. Promoted probationary employees shall be evaluated at the end of each three (3) month period. In the event the promoted employee does not



satisfactorily complete the trial period, the employee will be reverted to a position with a rank and rate of pay commensurate to that by the employee before the promotion.

**SECTION 3:** All appointments shall be based on merit principles and shall, possess at least the minimum qualifications as set forth in Section 7-32-2104 of the Montana Code Annotated.

## **ARTICLE 9**

### **DISCHARGE**

**SECTION 1:** Discipline or discharge of employees covered by this Agreement shall be in accordance with the requirements and procedures provided in Law Enforcement Bill of Rights Article 32 of this Agreement. No employee covered by this Agreement who has successfully completed the probationary period shall be discharged without just cause.

**SECTION 2:** When the Sheriff terminates the employment of a deputy, he shall at the time of termination cause to be served upon said deputy a statement in writing, subscribed and sworn to by the Sheriff, setting forth the cause or causes for the discharge or termination of the deputy's employment.

## **ARTICLE 10**

### **SENIORITY**

**SECTION 1:** All employees shall be probationers, without seniority, for the first twelve (12) months of employment. Upon successful completion of the probationary period employees shall accrue seniority from the date of their employment.

**SECTION 2:** Seniority shall not accrue during layoff, while an employee is on leave of absence without pay in excess of fifteen (15) days or while serving in an administrative position not covered by this Agreement.

**SECTION 3:** Seniority shall terminate upon resignation, discharge, retirement, and layoff or leave of absence, other than military leave in excess of six (6) months or by failure to report after recall from layoff.

**SECTION 4:** Provided qualifications and ability are equal as indicated by periodic performance evaluations on file, seniority shall apply on layoff and recall from layoff. Provided qualifications and ability are equal as indicated by Article 7, Section 4, seniority shall apply to promotions.

**SECTION 5:** A seniority list shall be maintained listing employees by date of hire taking account of lapses in seniority accrual. The list shall be kept current showing all employees who have completed the probationary period. The list shall be posted.

**SECTION 6:** On layoff the least senior employee, within the affected classification, shall be the first laid off and on recall from layoff the most senior employee on layoff shall be the



first recalled. Recall shall be by notice to the employee's last known address. Employees must report to work within forty-eight (48) hours of receipt of notice or such longer period as may be mutually agreed or lose seniority.

## **ARTICLE 11 HOURS OF WORK**

- SECTION 1:** Each Deputy shall be scheduled to work a minimum of eighty (80) hours per pay period. This shall include Patrol, Detectives and School Resource Officers covered by this Agreement.
- SECTION 2:** The schedule shall be written by the Sheriff or his/her designee with the approval of the Union. A Labor Management Committee may be assigned to create a schedule. The committee will be compromised of two (2) members appointed by the Sheriff and two (2) members appointed by the President of the Union.
- SECTION 3:** A Deputy is entitled to overtime as outlined in Article 13 of this Agreement. If agreed upon by the Sheriff and the Employee, compensatory time may be used.
- SECTION 4:** Scheduled Overtime Adjustment Pay (SOTAP) – This section only applies to employees in the below mentioned classifications as of November 12, 2017. Patrol Deputies shall receive biweekly (every 2 weeks) payments of the equivalent of four (4) hours of their lowest OVERTIME wage as Scheduled Overtime Adjustment Pay at the time the eighty (80) hour schedule is implemented. At the time the eighty (80) hour schedule is implemented, School Resource Officers shall receive biweekly (every 2 weeks) payments in an amount calculated by taking 24 hours of their lowest OVERTIME wage divided by the number of pay periods during the given year (generally 26 periods). As used in this section, lowest OVERTIME wage shall refer to the Deputy's calculated OVERTIME rate as of June 30, 2017 and does NOT include any extra payments for shift differential or FTO pay. For the purposes of paying Scheduled Overtime Adjustment Pay, payment will be made as a separate line item titled SOTAP.
- SECTION 5:** Transfers - This section only applies to Deputies that were covered by this Agreement as of November 12, 2017. If any Deputy transfers to a different position within the Sheriff's Office they will continue to receive the SOTAP that they were entitled to as of July 1, 2017.
- SECTION 6:** If the Sheriff changes the schedule on an emergency basis reverting to the eighty-four (84) hour schedule, the SOTAP will be suspended during the term of the emergency schedule. This Section does not include any Deputy working extra shifts or Overtime Assignments. Emergency schedule will only be enacted for a major, long-term reason effecting staffing and public safety.



## ARTICLE 12

### OVERTIME

**SECTION 1:** All Sworn officers shall be paid at a rate of one and one-half (1 1/2) times their base hourly rate for all hours worked in excess of one (1) day scheduled work period. Vacation, sick, personal and compensatory leave will be treated as hours worked for the purpose of determining overtime pay. Employees must receive prior approval by the Administration or in the absence of any administrator, the shift supervisor, to work hours in excess of their regularly scheduled shift. Upon receipt of prior approval, the Employer may not unilaterally adjust an employee's regularly scheduled shift to avoid the payment of overtime under this Section. Any Non-Emergency overtime requires prior approval by the Sheriff or his Designee.

**SECTION 2:** Time spent in attendance at SRT call outs and for duties associated with but not limited to Reserve Deputy, Deputy Coroner, Search and Rescue, Canine Coordinators/Assistant Coordinator, Dive Team Responder and other after hour community service-related assignments shall be considered time worked for overtime purposes.

**SECTION 3:** Employees covered by this Agreement shall, at the employee's option and in lieu of the monetary compensation for overtime provided in Section 1 of this Article, receive compensatory time off with pay at a rate of one and one-half (1 1/2) hours of compensatory time for each hour worked for the Employer in excess of one hundred sixty (160) hours in a twenty-eight (28) day work period, or eighty (80) hours in a fourteen (14) day work period, as set forth in Section 1 of this Article. After the employee has accumulated forty-eight (48) hours of compensatory time under the terms of this Section, the employee shall be paid for all further overtime in accordance with Section 1 of this Article

In addition to the above provision, employees who serve as School Resource Officers shall be permitted to accrue an additional one hundred-twelve (112) hours of compensatory time which may not be used while school is in session. SRO's will be permitted to earn up to twenty-four (24) hours of compensatory per two-month period so long as the school administration and the Sheriff agree to the schedule. The Sheriff shall have final approval on the hours assigned.

**SECTION 4:** "On-Call" employees placed in an "on-call" status during their regularly scheduled off time shall be compensated as follows:

1 (one) On-Call-Unit for each day the employee is on call during a regularly scheduled workday

2 (two) On-Call-Units for each weekday the employee is scheduled to be on call during a regularly scheduled day off

3 (three) On-Call-Units for each weekend or holiday the employee is scheduled to be on call during a regularly scheduled day off



One On-Call-Unit shall be equal to \$20.00 (twenty dollars).

When called out, a minimum of 2 hours of overtime rate shall be paid.

On-call status is defined to mean that the employee:

Is required to carry a pager, cellular phone or be accessible at a set phone number, must be accessible to 9-1-1 dispatch or by telephone; and must report to work if called in.

An employee who is called out and reports for duty in accordance with this section shall be paid premium pay at one and one-half (1 1/2) times their regular hourly rate.

With reference to this section, when "called out" a Deputy shall be in service within one (1) hour of the call.

This section shall not apply to Deputy Coroners while they are serving as the on-call Deputy Coroner.

**SECTION 5:** All of the time an Officer is placed on "Mandatory Standby" status for emergency call out, disaster or special response shall be considered as hours worked. Mandatory Standby may be ordered by a member of the command staff on an as needed basis. Mandatory Standby status is defined to mean that the employee must be immediately available by telephone, pager or radio for immediate call out until the order is rescinded. When "Mandatory Standby" is activated a minimum of twelve (12) hour will be paid.

**SECTION 6:** Employees shall be paid bi-weekly.

## **ARTICLE 13**

### **CLOTHING ALLOWANCE**

**SECTION 1:** All new employees, employed under this Agreement for the first time, shall receive two (2) shirts, depending on the season, two (2) pair of pants, boots, all leather gear, weapon, pins, patches, Uniform hats and two (2) badges. Coat and tie during the winter months and a Ballistic Vest which shall be replaced on Manufacture recommended date and carry a minimum Threat Level of NIJ3A. All items shall be provided within forty-five (45) days of the employee's starting date.

**SECTION 2:** Upon completion of the new employee's probationary period the employee shall receive the annual clothing allowance as described in Section 3 of this Article.



**SECTION 3:** Each non-probationary employee covered by this Agreement shall receive an annual clothing allowance of not less than one thousand one hundred (\$1,100.00), and paid directly to the employee in two lump sums in separate warrants, specifically one half (five hundred-fifty -\$550.00) to be paid by the 15th of December, and one half (five hundred-fifty -\$550.00) to be paid by the 15th of June. Such allowance must be utilized for the purchase, maintenance, or repair of required uniform components and equipment as defined in the Office Rules and Regulations. Body armor is not included in the annual clothing allowance and is subject to Article 35, Section 2.

**SECTION 4:** If an employee terminates employment prior to serving the entire twelve (12) month probationary period, all uniforms/equipment items shall be returned in satisfactory condition

**SECTION 5:** The Employer shall reimburse the employee for reasonable costs for replacement or repair of eyeglasses, including contact lenses, damaged or destroyed in the line of duty. The Employer shall reimburse the employee for reasonable costs, not to exceed eighty dollars (\$80.00), for replacement or repair of a wristwatch damaged or destroyed in the line of duty.

Reimbursement under this Section shall be allowed if it is determined through investigation by the Sheriff or his designee that such loss was incurred in the employee's line of duty. If restitution for such item is granted by the courts, the Employer shall be responsible for collecting the restitution.

**SECTION 6:** The Employer shall reimburse the employee for reasonable costs for replacement or repair of any required uniform component or equipment damaged or destroyed in the line of duty. Reimbursement under this Section shall be allowed if it is determined through investigation by the Sheriff or his designee that such loss was incurred in the employee's line of duty. If restitution for such item is granted by the courts, the Employer shall be responsible for collecting the restitution.

**SECTION 7:** The Employer shall not change the color, style, etc. of any article of uniform clothing during the term of this Agreement unless mutually agreed to by both the Employer and the Union. If an article of the designated uniform becomes unavailable, management may, after consulting and considering input from the Union, select a replacement article to be paid for from the individual employee's uniform clothing allowance.



## **ARTICLE 14 SICK LEAVE**

**SECTION 1:** As provided by MCA 2-18-618- A permanent full-time employee earns sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) equals 1 year. Sick leave credits must be credited at the end of each pay period. Sick leave credits are earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.

(A) An employee may not accrue sick leave credits while in a leave-without-pay status.

(B) Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

**SECTION 2:** Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter ( $\frac{1}{4}$ ) of the amount attributed to the accumulated sick leave. Such termination pay will only apply to those credits earned since July 1, 1971. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the Employer.

**SECTION 3:** Sick leave credits may be used as follows:

(A) Illness or injury of the employee.

(B) Illness or injury in the employee's immediate family requiring the employee's personal attendance.

(C) Quarantine for contagious disease control provided certification is obtained from the attending physician.

(D) Doctor or dental appointments for treatment of employee's illness, injury or preventive care. When possible, the Sheriff or his Designee shall be notified of the appointment at least forty-eight (48) hours in advance.

(E) Illness that occurs during an employee's vacation shall be charged to sick leave when documentation from a medical provider is received.

**SECTION 4:** Immediate family shall mean current spouse, parents or foster parents, children and immediate family of any of the above and foster children.

**SECTION 5: (A)** Any illness, medical appointments or emergency which will necessitate use of sick leave shall be reported by the employee to the Employer promptly, and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record keeping purposes. Failure to report such leave promptly will be considered absence without leave and a deduction from the employee's pay will be made for the period of such leave.

(B) Abuse of sick leave may be considered as insubordination on the part of an employee and may be cause for discipline, which may include discharge with forfeiture of payment for any accumulated sick leave



**SECTION 6:** Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes.

**SECTION 8:** A deputy sheriff who is injured in the performance of the deputy sheriff's duties and who requires medical or other remedial treatment for injuries that render the deputy sheriff unable to perform the deputy sheriff's duties must be paid by the county the difference between the deputy sheriff's net salary, following adjustments for income taxes and pension contributions, and the amount received from workers' compensation until the disability has ceased, as determined by workers' compensation, or for a period not to exceed 1 year, whichever occurs first.  
(2) To qualify for the partial salary payment provided for in subsection (1), the deputy sheriff must be unable to perform the deputy sheriff's duties as a result of the injury

**SECTION 9:** Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

**SECTION 10:** Employees who, because of illness or injury, are subject to extended convalescence may return to work in a transitional duty status in lieu of exhausting all earned sick leave credits or in the event that no sick leave credit is then due the employee; if it is determined by the Sheriff that there is a position available which the employee can efficiently handle and if filling such position is approved by the Sheriff. Employees working under this section shall be compensated for all hours worked at their regular hourly wage. Any employee returning to work in a transitional duty status shall provide the Employer with written permission or authorization from his treating physician allowing the employee to return to work in that capacity. Employees capable of returning to a transitional duty status as evidenced by written authorization from his treating physician may be required to return to such duty. Upon receipt, by the employee, of doctor's permission to return to his normal duties, the employee shall return to the employee's normal duties.

**SECTION 11:** Sick Leave Donations: Sick leave credit hours may be donated by individual employees to benefit other employees up to a maximum of one hundred-sixty 60 hours in any twelve (12) month period. Employees receiving a donation must have exhausted all other accrued leave to be eligible for donations under this section. The maximum amount an employee may receive will be equivalent to three (3) months of paid leave in any twelve (12) month period. The donor employee's accrued sick leave shall be debited by multiplying the number of hours to be donated by the donor employee's hourly rate of pay. The employee receiving the donation shall receive that amount divided by their current hourly rate which will be converted to hours to the nearest half hour. A donor employee must have a balance of at least forty (40) hours after any donation is made.



## **ARTICLE 15 FUNERAL LEAVE**

**SECTION 1:** Funeral leave shall be granted in case of death in an employee's immediate family as defined herein. For attending a funeral within the State of Montana three (3) days without loss of pay shall be granted. For attending a funeral outside Montana five (5) days without loss of pay shall be granted. Immediate family is defined as current spouse, parents or foster parents, children, and immediate family of any of the above and foster children. Funeral leave provided in this Section shall be charged against the employee's accumulated sick leave.

**SECTION 2:** In the event of a local funeral of a fellow Sheriff's Office employee or retired employee, Employee's shall be granted his/her shift off to attend the funeral, subject to the Sheriff's determination of necessary manpower to operate the Office. Employees who receive approval to attend a funeral under this section may do so without loss of pay and without being required to use paid leave.

## **ARTICLE 16 HOLIDAYS**

**SECTION 1:** Employees shall be granted the following legal holidays without loss of pay:

1. New Year's Day, January 1;
2. Martin Luther King Jr. Day, the third Monday in January;
3. Presidents' Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Columbus Day, the second Monday in October;
8. Veterans' Day, November 11;
9. Thanksgiving Day, the fourth Thursday in November;
10. Christmas Day, December 25;
11. Statewide General Election Day in November of even-numbered years.

**SECTION 2:** Employees required to work on a legal holiday as set forth in this Agreement, shall receive one and one-half (1 1/2) times their base hourly wage for all hours worked. The number of hours of holiday leave shall be the same as the regularly assigned shift – i.e., if an employee is regularly assigned to twelve (12) hour shifts, they will receive twelve (12) hours of accrued holiday pay for each holiday.



## ARTICLE 17 VACATION

**SECTION 1:** As provided by MCA 6-18-12 vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

<u>Years of employment</u>	<u>Working days credit</u>
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years or more	24

**SECTION 2:** For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits must be credited with 1 year of employment for each period of:

(A) 2,080 hours of service following the date of employment. An employee must be credited with 80 hours of service for each biweekly pay period in which the employee is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

(B) 12 calendar months in which the employee was in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in any 1 month.

**SECTION 3:** Persons must be employed six (6) qualifying months before vacation credits may be used. Vacation credit shall not be accrued during a leave of absence without pay.

**SECTION 4:** Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31 of any given year will be forfeited without pay unless taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued. If the employee submits a reasonable request to use the excess vacation leave prior to March 30 of any given year, the employee shall not forfeit the leave and will have until the end of the calendar year to use the excess vacation leave. Upon termination of employment with the Employer, an employee who has worked the qualifying period will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination, provided that such rate has been in effect at least one month.



**SECTION 5:** Scheduling of vacation leave will be accomplished by cooperation between the employee and the Sheriff on forms provided by the Lake County Sheriffs Office giving consideration to the employee's needs and the needs of the Employer. The Sheriff will maintain a vacation roster on which employees will be required to list their vacation dates. Assignment of vacation will be made by granting requests to those who first request them provided if two employees request the same period on the same day seniority shall prevail.

**SECTION 6:** Deputies will be allowed to take vacation in accordance with the provisions of this Article except they will not be allowed to take vacation if staffing is such that it would restrict departmental obligations over the holidays of Memorial Day, Independence Day, New Years Eve and Labor Day or if staffing is such that it would reduce the number of Deputies on shift below the minimum required under Article 35, Section 5 of this Agreement.

## **ARTICLE 18 LEAVE WITHOUT PAY**

**SECTION 1:** Employees who have been in the service of the Employer for at least one (1) year will be entitled to take leave of absence without pay for an extended illness, layoff, personal injuries to the employee or out-of-state hospitalization of his spouse or child, provided, the Employer may require a doctor's certification or other satisfactory proof of the need for such a leave. Leaves of absence may be granted up to three (3) months, provided, however, the County Commissioners, or their designee, may approve leave of absence in excess of three (3) months.

**SECTION 2:** Requests for leave of absence without pay shall be submitted in writing by the employee to the Sheriff. The request shall state the reason for the leave and the approximate length of time off the employee desires.

**SECTION 3:** If an employee takes a leave of absence without pay for a period exceeding fifteen (15) days, the employee shall not accrue vacation or sick leave credits and shall be entitled to self-pay health insurance during the time of leave in order to retain coverage.

## **ARTICLE 19 FAMILY MEDICAL LEAVE**

**SECTION 1:** In compliance with the federal Family and Medical Leave Act (FMLA), the County provides unpaid leave of absences to eligible employees so that they may take time off from work for family and/or certain health reasons. This policy will be maintained in accordance with Federal Law and signs are posted throughout Lake County. Any changes to the policy will be distributed to each employee upon adoption.



## **ARTICLE 20 EDUCATIONAL LEAVE**

**SECTION 1:** Consideration will be given on an individual basis to reimburse employees for educational expenses. The Employer will determine eligibility of a particular course, class, or a program of study on an individual basis. In general, the courses should be directly related to the responsibilities of the employee and result in development of a skill or increased expertise that can be applied in the performance of job duties to benefit Lake County.

**SECTION 2:** It is the responsibility of the employee to submit a written request for reimbursement to the Sheriff prior to enrolling in the course, which describes the course, content, schedule, cost and reason for requesting enrollment. The application shall be transmitted to the Board of Commissioners with the recommendation of the Sheriff.

**SECTION 3:** Reimbursement for the full cost of tuition, books and related fees for approved requests shall be paid upon receipt of proof that the employee has completed the approved course with a passing grade of 2.85 or higher and appropriate certification.

**SECTION 4:** The County may grant an employee time off with pay, mileage and/or other related costs associated with the educational development.

**SECTION 5:** All approved tuition reimbursement shall be contingent upon the employee's execution of an agreement to repay the County in the event the employee ceases employment with the County within one year after completion of the course for which the expenses are reimbursed.

**SECTION 6:** The Employer has the authority to approve or disapprove request for tuition reimbursement based on criteria set forth in Section 1 through Section 5 of this Article.

## **ARTICLE 21 PERSONAL LEAVE DAY**

**SECTION 1:** Each Full-Time employee covered by this Agreement who has completed six (6) months of continuous service with the Employer shall be eligible for twelve (12) hours Personal Leave with pay per fiscal year. Use of such leave shall be in increments of no less than one (1) hour.

**SECTION 2:** Scheduling Personal Leave shall be accomplished in cooperation between the employee and the Sheriff or his/her designee. The employee shall provide at least forty-eight (48) hours notice when requesting Personal Leave with pay. Personal Leave shall be scheduled with regard to the best interests of the Employer, as well as the best interest of the Employee.



**SECTION 3:** There shall be no cash reimbursement for unused leave at any time.

**SECTION 4:** Twenty (20) hours of unused personal leave shall be accrued form year to year.

## **ARTICLE 22 MILITARY LEAVE**

Any employee who is a member of the organized militia of the State of Montana or who is a member of the organized or unorganized reserve corps or military forces of the United States, and who is a regular employee of Lake County shall be given a leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave will not be charged against leave credits earned by the employee. Reinstatement privileges of employees who have been placed on active military status as provided for under state and federal law will be followed.

## **ARTICLE 23 JURY DUTY - SERVE AS WITNESS**

**SECTION 1:** Each employee summoned as a juror shall remit all fees payable as a result of service to the County Accounting Office to be applied against the amount due the employee from the Employer.

**SECTION 2:** An employee serving on jury duty who is temporarily excused from attendance during any part of his work shift shall report for duty for the remainder of the shift.

**SECTION 3:** An employee required to serve as a witness shall collect all fees payable as a result of service and shall remit them to the County Accounting Office to be applied against the amount due the employee from the Employer.

**SECTION 4:** All allowances for employee incurred expenses or mileage in connection with service as a juror or witness shall be the property of, and retained by, the employee.

**SECTION 5:** An employee may elect to charge time spent in jury or witness service against the employee's annual leave. In the event of such election the employee shall retain all fees paid for such service.

**SECTION 6:** An employee required to attend Court as a witness during his/her duty hours will be paid his/her regular straight time hourly rate of pay. An employee required to attend Court as a witness on his/her off-duty time will be paid a minimum of three (3) hours at one and one-half (1½) times his regular straight time hourly rate. Witness service shall include necessary travel time to and from the place of trial and time required for presence at Court. It shall be the responsibility of the employee to check with the Court in which he/she is to serve as a witness within the hour preceding the scheduled appearance time to assure no changes in scheduling has occurred. Failure of the employee to make such a check shall result in denial of any payments as set forth in this Article in the event the employee does not serve as a witness because of Court scheduling changes.



**SECTION 7:** An employee required to serve as a juror or a witness during scheduled duty time shall not suffer a loss of pay as a result thereof.

## **ARTICLE 24 EXTRADITION - TRAVEL**

**SECTION 1:** Approved travel, lodging and meal expenditures associated with the conduct of County business and/or attendance at conferences, seminars or training shall be paid by the Employer.

**SECTION 2:** The Employer shall, in advance, provide the anticipated expenditures and/or Sheriff's Office Credit Card shall be provided for expenditures while traveling for lodging, meals and travel expenses to the Employee's prior to approved travel. Employees seeking pre-payment for travel expenses shall submit a request for anticipated costs describing the expected length and purpose of travel to the Sheriff prior to the dates of travel. Should the extradition/travel be cancelled, the Employee shall have the option of returning the full advance or request that the advance be deducted for the Employee's next regular paycheck.

**SECTION 3:** Full single rate cost of hotel or motel rooms at the rates reasonable and usual for the area shall be paid. Government rates shall be requested by the Employee. When other than commercial, non-recieptable lodging facilities are utilized, the amount of \$12.50 per employee, per night will be authorized.

**SECTION 4:** For qualifying travel the per diem amounts for meals shall be paid by the Employer consistent with the rate paid to Federal Employees

**SECTION 5:** An Employee may claim meals if in travel status for at least three hours during the following times:

- (a) If away between 12:01 am and 10:00 am the employee will be reimbursed for a breakfast.
- (b) If away between 10:01 am and 3:00 pm the employee will be reimbursed for a lunch
- (c) If away between 3:01 pm and midnight the employee will be reimbursed for a dinner.

**SECTION 6:** County reimbursement for mileage shall be at the rate set for agencies of the State Government at MCA 2-18-503.

**SECTION 7:** Transportation shall be by the mode that results in the cheapest overall cost to the County.

**SECTION 8:** In the event that automobile travel is chosen over air travel by the Employee for personal reasons, time away from the job for automobile travel, insofar as it exceeds the time required for air travel, shall be charged against the Employee's accrued vacation time. In the event that air travel would be cheaper than the automobile travel, the Employee will be reimbursed in the amount equal to the airfare.



**SECTION 9:** The cost of registration and fees for previously approved conferences, seminars and training sessions and other miscellaneous costs deemed appropriate to a specific travel request shall be paid by the County.

## **ARTICLE 25 INSURANCE**

**SECTION 1:** The County has available to employees an insurance package that includes basic health, catastrophic illness, disability and life insurance. Information regarding the County's insurance program may be obtained from the Payroll Department. Vested Retirees may remain in the insurance plan if the employee pays the premium due for that insurance.

**SECTION 2:** All employees are covered by Worker's Compensation Insurance for injuries received during performance of their duties. Coverage and benefits shall be determined by Montana Worker's Compensation Act at MCA 39-71-101 et seq.

**SECTION 3:** Employees are covered by unemployment insurance. Coverage and benefits shall be determined by Montana's Unemployment Insurance Law at MCA 39-51-101 et seq. All accidents shall be reported to the employee's immediate supervisor as soon as is practical.

**SECTION 4:** The County and the employee contribute an amount determined by Federal Law to the employee's social security account. Benefits paid are determined by Federal Law.

## **ARTICLE 26 FLEXIBLE BENEFITS**

The Employer will make the flexible benefits plan available to employees covered by this Agreement under the terms of the flexible benefits plan generally applicable to County employees.



## ARTICLE 27 COMPENSATION

Minimum percentage of Sheriff's Base Salary as established under 7-4-2503, 7-4-2504 and 7-4-2508, M.C.A.

<u>Position</u>	<u>%</u>
Probationary Deputy	77%
After 1 year	78%
After 2 years	79%
After 3 years	80%
After 4 years	81%
After 5 years	82%
After 6 years	83%
After 7 years	84%
After 8 years	85%
After 9 years	86%
10 or more years	87%

<b>FTO</b>	\$ 2.50 added to the base while training
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<b>Coroner</b>	Additional 1% on matrix
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<b>Sergeant</b>	Additional \$300.00 per month
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<b>Detective</b>	Additional \$300.00 per month
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<b>Corporal</b>	Additional \$250.00 per month
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<b>SRO</b>	Additional \$100 per month
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<b>Fleet Manager</b>	Additional \$100 per month
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<b>Canine Officer</b>	Additional \$100 per month
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**Special Duty Assignments** to include, but not limited to Search and Rescue Coordinator, SRT Commander, Dive Team, and Reserve Coordinator = Additional \$100 per month

With approval of the Sheriff, Canine Officers will be reimbursed for reasonable costs associated with owning the Canine. Reasonable costs include but are not limited to: Veterinary costs, training and supplies associated with the Canine.

**Coroners:** There will be allocated \$24,000 annually to pay for special services provided by deputy coroners. There will be a maximum of eight (8) deputy coroners. The allocation will be divided equally upon the twelve months of the year. The Sheriff will provide a list of active deputy coroners to payroll monthly. The monthly allocation will be divided equally among the number of active Deputy Coroners, and then paid to each deputy's respective paycheck. If a Deputy coroner is called out from an off-duty status, a minimum of two (2) hours overtime will be paid. Coroners who are on-call



must report for duty if called unless arrangements have been made with another Deputy Coroner to take their calls. Failure to do so may result in disciplinary action including but not limited to loss of Coroner position and/or pay.

**Public Safety Officer Standards and Training (P.O.S.T) Certificate pay:** Newly hired Deputies who complete one (1) year employment with the Lake County Sheriff's Office and achieve a Montana POST Basic Certificate will receive \$500.00 paid in a separate warrant. Deputies who have three (3) years employment with the Lake County Sheriff's Office and achieve a Montana POST Intermediate Certificate will receive \$1000.00, paid in a separate warrant. Deputies who have three (3) years employment with the Lake County Sheriff's Office and achieve a Montana POST Advanced Certificate will receive \$1000.00, paid in a separate warrant. Deputies may achieve up to one additional POST certificate and will receive \$1000.00, paid in a separate warrant.

## **ARTICLE 28 LONGEVITY**

In accordance with MCA 7-4-2510 longevity compensation will be paid to employees who have completed one (1) year of service with the Employer. Eligible employees shall receive one percent (1%) of the Deputies current percentage or rank salary for each full year of service with the Office. Longevity compensation shall be added to the employee's regular rate of pay and shall be paid in accordance with the normal bi-weekly pay cycle of Lake County. Calculations will be based on the Sheriff's Base Wage (Clerk and Recorder plus \$2000) as per MCA 7-4-2503

## **ARTICLE 29 LABOR MANAGEMENT COMMITTEE**

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To foster such a relationship, a Labor-Management Committee will be established as an amicable communications link where concerns may be identified. The purpose of the committee is to provide communication between the parties, to share information and concerns and to promote constructive, meaningful and cooperative labor-management relations.

Either party may propose items for discussion on topics which may include but are not limited to administration of this Agreement, changes to applicable law, legislative updates, organizational change, improvement of systems and processes, resolving workplace and service delivery problems, quality of work life for employees, and/or productive and efficient service delivery. While topics for discussion are unrestricted, the committee shall strive to concern itself with significant problems and concerns affecting a majority of employees. Meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. The Employer agrees to notify the Union reasonably in advance of anticipated actions which affect the working conditions of the employees subject to this Agreement.

Meetings will be held with ten (10) days written notice, complete with an agenda, by either party up to four (4) times per year (two (2) for the Employer and two (2) for the Union). Additional meetings may be held by mutual agreement of the parties. The Union will provide the Employer with the names of its committee members in advance of the date of the meeting in order to facilitate the release of the employees. Employees attending committee meetings during their work time shall



have no loss in pay. Attendance at meetings during an employee's non-work time will not be compensated for or considered time worked. The Committee may invite appropriate resource persons to assist in matters brought before it.

## **ARTICLE 30 TRAINING**

**SECTION 1:** All mandatory in-service training occurring during an officer's off-duty time shall be paid for at one and one-half (1½) times his/her regular hourly rate. Refusal to take voluntary training shall not be noted in the employee's personnel file. Employees who fail to attend mandatory training/meetings may be subject to disciplinary action. This action may include verbal reprimand, written reprimand or day(s) off without pay. The exception may be a prior approval from Sheriff or his Designee for non-attendance.

**SECTION 2:** Each employee, will be provided monthly (not to exceed six (6) times in a calendar year) with fifty (50) rounds of .223 caliber rifle ammunition, fifty (50) rounds of handgun ammunition, five (5) rounds of .00 Buck Shot 12-gauge ammunition, and five (5) rounds of slug 12-gauge ammunition to be used to maintain proficiency with each service weapon. The ammunition mentioned in this section is to be used by the employee for individual voluntary firearms training. The employee can refuse to accept the ammunition and refuse to participate in individual voluntary firearms training. This refusal to accept ammunition and attend individual voluntary training shall not be noted in the employee's personnel file. All expended ammunition casings must be returned to the Employer to receive the following monthly allowance of ammunition. If a partial ammunition allowance is expended, then only the expenditures will be replaced with the following monthly allowance.

## **ARTICLE 31 GRIEVANCE AND ARBITRATION**

**SECTION 1:** A grievance is any controversy between the parties to this Agreement that pertains to: (1) any matter involving interpretation of this Agreement, and (2) any matter involving a violation of any of the provisions of this Agreement. The parties agree that the Union may pursue all complaints through the appropriate channels.

**SECTION 2:** Failure to file or advance any grievance within the time periods set forth in this Article shall constitute a waiver of the grievance. No bargaining unit member shall serve as the Employer's designee in terms of responding to or adjusting grievances as outlined in this Article.

**SECTION 3:** The Employer and the employee shall attempt to adjust all grievances that may arise during the course of employment in the following manner:

**STEP 1:** An employee alleging a contract violation shall meet with the department head or designee within ten (10) days of the event or action giving rise to the grievance, to attempt to resolve the grievance informally. If the grievance is not resolved in the above meeting, the grievance shall be presented in writing to the department head or designee within ten (10) days of the above meeting date. The grievance must include



the specific contract provision or provisions allegedly violated, and the specific remedy sought. The department head shall issue a written decision within ten (10) days after receipt of the written grievance.

**STEP 2:** In the event the grievance is not resolved in STEP 1, the decision rendered may be appealed to the Board of County Commissioners, provided such appeal is made in writing within ten (10) days after receipt of the decision in STEP 1. Within ten (10) days after receiving the appeal, the grievant shall meet with the County Commissioners, to attempt to resolve the grievance. If a grievance is properly appealed to the Board of County Commissioners, the Board or the Board's designee shall issue a written response within ten (10) days after hearing the grievance.

**DAYS:** Reference to days regarding time periods in this procedure shall refer to weekdays excluding Saturdays, Sundays and holidays.

**COMPUTATION OF TIME:** In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. Time limits as designated in this Article may be extended by mutual agreement between the parties involved in the grievance.

**STEP 3:** In the event the Union is not satisfied with the decision of the Commissioners, the Union may file a notice of intent to arbitrate with the Board of Commissioners within ten (10) days following the issuance of the Commissioner's decision at Level 2. The parties, shall within ten (10) days after delivery of the notice of intent to arbitrate, request a list of seven (7) names of arbitrators who are also panelists with the American Arbitration Association or members of the National Academy of Arbitrators from the Montana Board of Personnel Appeals. The parties shall then select an arbitrator by striking names from the list in alternate order, with the Union striking first.

Each Party will bear its own costs and expenses in any such arbitration proceeding and each party will pay fifty percent (50%) of the full cost of the arbitrator's and any separate arbitration fees (e.g., the arbitrators out of pocket per diem charges) The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party request a copy or the right of inspection or use, in which event the full cost (including the cost of providing the arbitrator with the official record) shall be equally divided by the parties.

The Arbitrator shall hear the grievance and shall render a written decision as soon as is practical following the hearing.

The Arbitrator shall not have the power to detract, modify, or amend this Agreement in any way.

The decision of the Arbitrator shall be final and binding on both parties.

**SECTION 4: Due Process:** Lake County, as the Employer, will ensure that any affected employee covered by this Agreement will be informed of any disciplinary action and



the reason (s) for such action before discipline is meted out. The affected employee(s) will have an opportunity to respond to the alleged actions upon which the discipline is based to defend or explain the employees' behavior or action.

**SECTION 5:** Just Cause: Any disciplinary action taken against employees covered by this Agreement will be for reasons related to employees' job duties, job performance, working relationships or other work-related behavior. Just cause is determined by an alleged act or actual violation of county standard, policy, or order of which the employees would reasonably be expected to have prior knowledge.

## **ARTICLE 32 LAW ENFORCEMENT BILL OF RIGHTS**

**SECTION 1:** Except as otherwise provided by law, or whenever on duty or in uniform, no employee shall be prohibited from engaging, or be coerced or required to engage, in political activity.

**SECTION 2: (A)** When any employee is under investigation by his commanding officer, or the Sheriff or anyone acting for or on behalf of the Sheriff or at his direction, which could lead to punitive action, an interview shall be conducted under the following conditions. For the purpose of this Article, punitive action is defined as any action which may lead to dismissal, suspension, reduction in rank, reduction in salary, written reprimand, or transfer for purposes of punishment.

(i) The interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty or during the normal working hours for the employee, unless the seriousness of the investigation requires otherwise. If such interview does occur during off-duty time of the employee being interviewed, the employee shall be compensated for such off-duty time in accordance with the overtime provisions of this Agreement, and the employee shall not be terminated or disciplined for any work missed.

(ii) All questions directed to the employee being interviewed shall be asked by and through no more than two (2) interviewers at one time except that the employee being interviewed may waive the restriction, in writing, prior to such interview to allow for more than two interviewers.

(iii) The employee under investigation shall be informed of the reason for the investigation and the names of all interviewing officers prior to any interviews.

(iv) The interviewing session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The employee being interviewed shall be allowed to attend to his or her own physical necessities.

(v) The employee being interviewed shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interview shall be informed that failure to answer questions directly related to the investigation or interview may result in punitive action. No employee's home address, home phone number or photograph shall be released in connection with any disciplinary action or investigation without the express consent of the employee.

(vi) The complete interview of an employee may be recorded. If a tape recording is made of the interview both parties shall have access to the contents of the tape recording. Possession of the original tape recording shall remain with the recording party. The employee shall be entitled to a transcribed copy of any notes made by a



stenographer or to any reports or complaints made by investigators or other person, except those which are deemed by the Employer to be confidential. No notes or reports which are deemed to be confidential may be entered in the officer's personnel file.

(vii) If prior to or during the interview of an employee it is deemed that he may be charged with a criminal offense, he shall be immediately informed of his constitutional rights.

(viii) The employee, at his/her request, shall have the right to a Union representative of his/her choice who may not be either a person subject to the same investigation or a person involved in conducting the investigation. Whenever it is determined by either the Employer or the employee that the employee may be charged with a criminal offense, that employee, at his/her request, shall have the right to an attorney of his/her choice present.

(B) This section shall not apply to any interview of an employee in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other employee, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

**SECTION 3: (A)** No employee shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this Article, or the exercise of any rights under the existing grievance procedure.

(B) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by the Employer without providing the employee with an opportunity for administrative appeal.

**SECTION 4:** No employee shall have any comment adverse to his/her interest entered in his/her personnel file by his/her Employer without the employee first reading and signing the instrument, or a copy of such instrument, containing the adverse comment indicating that he/she is aware of such comment. If the employee refuses to sign the instrument that fact shall be noted on the instrument and signed or initialed by the Employer. Any document found in an employee's file that has not been placed there under the terms of this section shall be immediately removed and no mention of the document shall remain in the file.

**SECTION 5:** An employee shall have thirty (30) days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to and shall accompany the adverse comment.

(A) Whenever an employee is subject to any punitive discipline, the Employer shall ensure that the punitive discipline is initiated within ninety (90) days of the closing date of all grievance remedies. Should the punitive discipline not be initiated within this timeframe, it shall be considered served and complete, and no further action shall be required of the employee.

**SECTION 6:** No employee shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his/her family or household) unless such information is obtained or required under State law or proper legal procedure and tends to indicate a conflict of interest with



respect to the performance of his/her official duties, or is necessary for the Employer to determine the desirability of assigning the employee to a specialized unit or duty in which there is a strong possibility that bribes or other improper inducements may be offered.

**SECTION 7:** In the event of a criminal investigation, the Employer will not search any locker, mailbox or slot or space for storage assigned to an individual employee except in the employee's presence, or with the employee's consent, or unless a valid search warrant has been obtained as provided by law.

## **ARTICLE 33 UNION REPRESENTATIVE**

**SECTION 1:** Upon request an employee who is the subject of a review board hearing may have representation by a member of his/her choice from the Union during such hearing. If the Union is asked to provide such representative, the Union representative shall be allowed to attend on duty.

**SECTION 2:** Members of a Board shall be appointed by the Sheriff. Board members will be equal to or senior in rank to the subject of the Board. The Union President will not be a member of the Board.

**SECTION 3:** The Board will submit the written findings of fact and recommendation to the Sheriff and the employee. The Sheriff will consider the Board's report and submit his decision within fifteen (15) days, in writing, to the employee with a brief explanation for the decision.

## **ARTICLE 34 LEGAL REPRESENTATION AND FEES**

**SECTION 1:** In the event an employee is named as a defendant in any civil action arising out of his/her employment and the County's insurance carrier has not provided coverage for the employee within a reasonable time period, the Employer shall pay reasonable attorney's fees for any attorney retained by the employee to safeguard the interest of the employee in such action, provided that no criminal charges have been filed against the employee in connection with the incident that gives rise to the claim. The phrase "within a reasonable time period" as used in this section shall mean within the twenty (20) day period provided by law for a party's initial response to a civil complaint.

**SECTION 2:** Any employee eligible for such payment will submit an itemized statement of attorney's fees to the Employer no more than thirty (30) days after receipt of the statement from the attorney. The Employer will pay the reasonable attorney's fees of the employee within thirty (30) days after the itemized statement is submitted unless the attorney's fees submitted are deemed by the County Attorney to be not appropriate for the services rendered. In such instance, payment shall be made within thirty (30) days after the determination of reasonableness is agreed upon between the County Attorney and the employee's legal representative. The reasonableness of the



attorney's fees shall be determined by a review of typical charges of attorneys of like experience and ability on like matters in the community.

**SECTION 3:** In the event that a final verdict or judgment establishes that the employee has committed an intentional tort or felonious act and the employee has no reasonable basis to believe that the act is within departmental guidelines, the employee shall be obligated to reimburse the County for attorney's fees previously paid by the County on the employee's behalf.

## **ARTICLE 35 OFFICER SAFETY**

**SECTION 1:** Employees shall have the right to submit notices, in writing, of any hazardous or unsafe working condition to their supervisor through the appropriate chain of command. The Employer shall acknowledge and respond to such notice, in writing, to the employee submitting the notice.

**SECTION 2:** The Employer shall provide standard body armor for all officers listed in Article 14, body armor purchased will meet the standards and replacement schedule based on the manufacturer's recommendations

**SECTION 3:** The Union may at its own option form a Safety Committee composed of one employee each from the Patrol Division, Detective Division, and any other person(s) designated by the Sheriff and agreed upon by the Union. Which shall meet at times and places as determined by the Committee provided that such meetings do not occur on duty time of any Committee members without advance approval of the Sheriff or his designee.

**SECTION 4:** The Safety Committee provided for herein shall be empowered to make safety recommendations in writing to the Sheriff who shall respond to such recommendations in writing. The Employer shall have exclusive responsibility to ensure the safety of its employees and their compliance with safety rules and standards. This Committee shall be deemed to be a Union committee and as such shall not be entitled to any extra compensation of any type at any time for services in connection with this Committee.

**SECTION 5:** In the interest of Officer Safety and adequate patrol coverage for the community in general, the Employer shall ensure that all patrol shifts are covered by no less than two Deputies in the County, on patrol, at all times with the following exception: periods of less than two (2) hours with a single Deputy on patrol shall be allowed. During all other times the Employer shall exhaust every effort to find shift coverage for any period in which there will be greater than two (2) hours with less than two (2) Deputies on patrol. For purposes of this section a Reserve Officer shall not be used to meet the minimum staffing level.



## **ARTICLE 36 SEVERABILITY**

If any article, paragraph, subdivision, phrase, or other portion of this Agreement is determined or declared to be contrary or in violation of any Federal or Montana law, the remainder shall not be affected or invalidated.

## **ARTICLE 37 DRUG AND ALCOHOL TESTING**

All Employees covered by the Collective Bargaining Agreement are subject to random drug/alcohol testing pursuant to Montana Regulations set forth in MCA 39-2-207 as amended and adopted by the Employer's Drug and Alcohol Testing Policy.



## ARTICLE 38 TERM OF AGREEMENT

This Agreement shall become effective and be in full force and effect from July 1, 2022, and shall remain in full force and effect to and including June 30, 2025. This Agreement shall be renewed for a period of one year after June 30, 2025, unless either party serves a written notice of its desire to terminate, modify or amend the Agreement on or before March 15th, 2025. If the Agreement is renewed, it will be renewed again for successive one (1) year period(s) unless either party serves written notice of its desire to terminate, modify or amend the renewed Agreement on or before March 15th, of the year in which the renewed Agreement is to expire.

FOR THE EMPLOYER:



Gale Decker, Chairman

Lake County Board of Commissioners

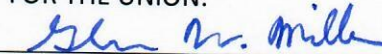


William D. Barron, Lake County Commissioner



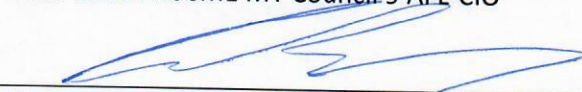
Steve Stanley, Lake County Commissioner

FOR THE UNION:



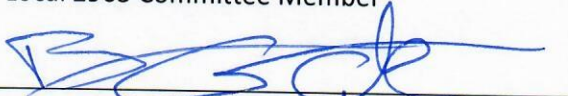
Glenn Miller, President

Local 2965 AFSCME MT Council 9 AFL-CIO



Christopher Clary, Vice President

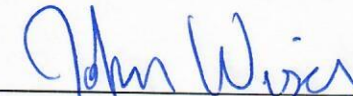
Local 2965 Committee Member



Negotiations Team Brandon Gale



Negotiations Team Dylan Moll



AFSCME Representative John Wiser